



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

June 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: APPROVAL OF AN AMENDMENT
AGREEMENT WITH FIRST 5 LA FOR THE HEALTHY KIDS OUTREACH
PARTNERSHIP PROGRAM AND 15 AMENDMENTS TO COMMUNITY
HEALTH OUTREACH COVERAGE AGREEMENTS WITH THE
CHILDREN'S HEALTH OUTREACH INITIATIVE PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This Board action seeks approval to amend an agreement with the Los Angeles County Children and Families First-Proposition 10 Commission to provide for the rollover of unspent funds to support agreements with 15 contracted agencies that are currently providing outreach, enrollment, retention, and utilization services for the Healthy Kids Outreach Partnership Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment agreement substantially similar to Exhibit I, between DPH and the Los Angeles County Children and Families First-Proposition 10 Commission (First 5 LA), for the continued provision of health coverage outreach, enrollment, retention, and utilization (OERU) services for Healthy Kids Outreach Partnership Program (Healthy Kids) for an additional 12 months for the period July 1, 2008 through June 30, 2009, in the amount of \$3,413,543.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Approve and instruct the Director of DPH, or his designee, to: 1) execute Amendment Number 1, substantially similar to Exhibit II, to Agreement Numbers H-300265 and H-300288 with the Los Angeles Unified School District (LAUSD) and the Los Angeles County Office of Education (LACOE), respectively; and 2) execute Amendment Number 2, substantially similar to Exhibit II, to Agreements with 13 community-based OERU providers, identified in Attachment A, including training service provider, National Health Foundation (Agreement Number H-300395), to extend the term of each Agreement for a period of 12 months, effective July 1, 2008 through June 30, 2009, and to increase the maximum obligation of each agreement for a revised total cumulative annual maximum obligation of \$4,403,587 (previously \$3,851,930), fully revenue offset.
3. Delegate authority to the Director of DPH, or his designee, to: 1) accept and sign any amendments to the First 5 LA Agreement with substantially similar terms to Exhibit I, to rollover any unspent funds and/or to increase or decrease the base award up to 25 percent; and 2) increase or decrease the maximum obligation of each community health coverage agreement up to 25 percent, based on performance and contingent upon the availability of funds, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these actions will allow DPH to make optimal use of unspent funds and continue OERU services for an additional 12 months. OERU services are directed towards: 1) achieving health insurance coverage for all children ages birth through 5 years, residing in Los Angeles County, whose family incomes are at or below 300 percent of the federal poverty level ; 2) optimizing children's health and development by increasing access to coordinated and quality health care; and 3) supporting the health care safety net by increasing the pool of insured children.

Amendment Number 1 to the LAUSD and LACOE agreements and Amendment Number 2 to the 13 community-based OERU providers, including National Health Foundation, will include: 1) an increase in funding of five percent to each provider's maximum obligation to cover increased expenses over the past five years (i.e. salaries, mileage, postage, telephone, and facility rental costs); 2) revised confidentiality language and updated contract language; and 3) the name change from Department of Health Services (DHS) to DPH, as a result of the department's separation from DHS in July 2006.

FISCAL IMPACT/FINANCING

The total programmatic cost to DPH related to this Board action is \$4,972,049 which is comprised of \$4,403,587 in contractual costs related to the 15 agreements and \$568,462 in DPH operational costs such as services and supplies, travel/mileage, training, and indirect costs.

Of the \$4,972,049 in programmatic costs to DPH, \$3,413,543 of this amount will be offset with First 5 LA grant funds and \$1,558,506 will be offset with Medi-Cal Administrative Activities (MAA) reimbursement funds.

Funding for these services is included in DPH's Fiscal Year (FY) 2008-09 Proposed Budget and will be requested in future FYs, as necessary.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2002, First 5 LA approved a \$100,000,000 allocation over five years for the development and implementation of Healthy Kids Initiative for the State of California, from which Los Angeles County's Healthy Kids is derived. The program was developed to provide health coverage to children from birth to age five, with family incomes that do not exceed 300 percent of the federal poverty level and who are not eligible for Medi-Cal or Healthy Families.

On May 13, 2003 your Board approved a strategic partnership with First 5 LA to provide health coverage OERU services for the Healthy Kids program, for the period of July 1, 2003 through June 30, 2004, in the amount of \$4,660,776, with delegated authority to accept future grant awards for up to four years at a maximum of \$4,660,776 for each year.

On July 1, 2003, your Board originally approved the 15 community-based health coverage OERU service agreements identified in Attachment A for the period of July 1, 2003 through June 30, 2004, with provisions for up to four 12-month automatic renewals, offset with the First 5 LA funds approved by your Board on May 13, 2003, and delegated authority to DHS (now DPH) to increase the contract maximum obligations by up to 15 percent.

Honorable Board of Supervisors
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On April 29, 2004, DPH exercised the 15 percent delegated authority approved by your Board on July 1, 2003, to increase the maximum obligation of the agreement with National Health Foundation to provide additional trainings to individuals involved in providing OERU services.

On February 8, 2005, your Board approved Amendment Number 1 to the 13 community-based OERU providers referenced in Recommendation 2 and identified in Attachment A to add new MAA language to the agreements.

On May 6, 2005, DPH exercised the 15 percent delegated authority approved by your Board on July 1, 2003, to increase the maximum obligation of the agreement with the City of Long Beach to provide additional OERU services in Service Planning Area (SPA) 8 and the Asian Pacific Islander community within SPA 8.

On July 27, 2005, DPH exercised the 15 percent delegated authority approved by your Board on July 1, 2003, to increase the maximum obligation of the agreement with Community Health Councils, Incorporated to provide additional technological assistance on the Child Health Outreach Initiative data system.

Exhibits I and II have been approved as to form by County Counsel.

Attachment A provides additional information. Attachment B is the Grant Management Statement for awards exceeding \$100,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

First 5 LA is the primary funding source of OERU activities in Los Angeles County. Based on survey data collected from May 2006 to January 2007, from parents of children ages zero to five enrolled in Healthy Kids, the provision of OERU services have substantial positive impacts across several measures (i.e. an increase in the percentage of children with a usual source of medical care, dental care, ambulatory care visits, and those receiving specialist care), improving the prospects of success of young children as they approach school age, and demonstrating success in outreach and application assistance to families countywide.

Honorable Board of Supervisors
June 4, 2008
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CONCLUSION

DPH requires four signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:RFM:yb

Attachments (4)

c: County Counsel
Director and Health Officer, Department of Public Health

060408_DPH_First 5 LA

**Healthy Kids Outreach Partnership
FY 2008–09 Funding Recommendations**

Community Health Coverage Agreements: Outreach, Enrollment, Retention, and Utilization Services

AGENCY	SPA	Fiscal Year 2008/2009 Allocation
AltaMed Health Services 500 Citadel Drive, Suite 490 Commerce, CA 90040	7	\$338,069
Asian Pacific Health Care Venture, Inc 1530 Hillhurst Ave. Ste 200 Los Angeles, CA 90027	2, 3, 4, 7	\$317,651
Catholic Health Care West dba California Hospital Medical Center 1401 South Grand Avenue Los Angeles, CA 90015	4, 6	\$365,251
Citrus Valley Health Partners G.E.M Project 1115 S. Sunset Ave. Los Angeles CA 90015	3	\$364,065
Community Health Councils Inc. 3731 Stocker St. Ste 201 Los Angeles, CA 90008	6, 8	\$437,476
Crystal Stairs, Inc. 4305 Degnan Blvd. Ste 102 Los Angeles, CA 90008	6,7,8	\$661,575
Glendale Adventist Medical Center 1509 Wilson Terrace Glendale, CA 91206	2	\$250,825
Los Angeles County Office of Education 9300 Imperial Highway Room 210 Downey, CA 90242	Countywide within LACOE School District	\$157,500
Los Angeles Unified School District 333 South Beaudry Avenue, 29 th Floor Los Angeles, CA 90017	Countywide within LAUSD School District	\$157,500
Maternal and Child Health Access 1111 W. 6th Street Ste 400 Los Angeles, CA 90017	4, 6	\$367,500
Tarzana Treatment Center 18646 Oxnard St., Tarzana, CA 91356	1, 2	\$319,511
Venice Family Clinic 604 Rosa Ave. Venice, CA 90291	5	\$151,822
City of Long Beach Department of Health & Human Services 2525 Grand Avenue Long Beach, CA 90815	Within the city of Long Beach	\$160,467
City of Pasadena Public Health Department 1845 North Fair Oaks Avenue Pasadena, CA 91103	Within the cities of Pasadena, Altadena & Sierra Madre	\$52,500
National Health Foundation 515 South Figueroa Street, Suite 1300 Los Angeles, CA 90071	Countywide for training Services	\$301,875

NUMBER OF AGENCIES: 15

TOTAL ALLOCATION:

\$4,403,587*

Attachment B

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health – Children's Health Outreach Initiative

Grant Project Title and Description

Health Coverage Outreach, Enrollment, Retention, and Utilization (OERU) Services for Healthy Kids Outreach Partnership Program

Funding Agency	Program (Fed. Grant #State Bill or Code #)	Grant Acceptance Deadline
First 5 LA	Agreement Number 0493	

Total Amount of Grant Funding: \$3,413,543 County Match Requirements: N/A

Grant Period: 07/01/08 – 06/30/09 Begin Date: 07/01/08 End Date: 06/30/2009

Number of Personnel Hired Under this Grant: Full Time 9 Part Time 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

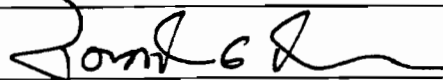
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

Department Head Signature



Date

5-15-08



Champions For Our Children

Memo

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Los Angeles County Supervisor
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EXECUTIVE DIRECTOR
Evelyn V. Martinez

750 N. Alameda Street
Suite 300
Los Angeles, CA 90012
ph: 213.482.5902
fax: 213.482.5903
www.first5la.org
contact@first5la.org

A public entity.

To: Jonathan E. Freedman, Acting Chief Deputy
Gary Izumi, Division Chief
Department of Public Health Contracts & Grants Division

From: Evelyn V. Martinez, Executive Director *efm*

Date: April 15, 2008

Subject: **Amendment to Contract #00493**

The Contract, dated September 21, 2006, is hereby revised to reflect changes that have been negotiated between you and the First 5 LA staff. This document is official notification that your Contract is amended as set forth below. This memorandum, when executed by you, will constitute a duly-approved written amendment to the Contract, incorporating the changes set forth below into said Contract.

CONTRACT AMOUNT

The amount has been modified from \$4,660,776 to \$4,972,049. The amount is a difference of \$311,273 for the costs associated with the additional one year program extension. These additional funds will come from both First 5 LA and from the DPH MAA matching funds. First 5 LA's portion \$3,413,543 will come from:

- Unspent funds from 1st term period as of 7/1/07 to 6/30/08.
- The remaining difference will then be drawn down from the unspent Healthy Kids premium allocation.

Total amount of First 5 LA funding for the FY 08-09 (second term) period will not exceed \$3,413,543.

Department of Public Health Contracts and Grants Division
April 15, 2008
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TERM OF CONTRACT

This Contract Amendment shall become effective July 1, 2008 ("effective date") and shall terminate **June 30, 2009** ("termination date") unless terminated earlier as provided herein. In no event shall the total approved Contract amount exceed \$4,972,049 for all goods, labor and services to be provided by CONTRACTOR.

BUDGET

The Budget for the period of July 1, 2008 to June 30, 2009 is hereby incorporated as part of Exhibit B, and form an integral part of the contract.

The remaining provisions of the Contract are in full force and effect.

By acknowledging this memorandum where indicated below, you, represent that you have reviewed and agree to the above-described amendment to the Contract.

Agreed:

CONTRACTOR

Name of Agency County of Los Angeles on behalf of
Department of Public Health

Contract Number 00493

**Print Name and
Title** Jonathan E. Freedman, Acting Chief Deputy

Signature & Date _____

**Print Name and
Title** Gary Izumi, Division Chief
Contracts and Grants Division

Signature & Date _____

Agreed & Approved:

COMMISSION

Signature & Date _____

**Print Name and
Title** Evelyn V. Martinez, Executive Director

EVM: md

Exhibit II

Contract No. _____

**COMMUNITY HEALTH COVERAGE AGREEMENT:
(OUTREACH, ENROLLMENT, RETENTION, AND UTILIZATION SERVICES)**

AMENDMENT NUMBER _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "COMMUNITY
HEALTH COVERAGE AGREEMENT: (OUTREACH, ENROLLMENT, RETENTION,
AND UTILIZATION SERVICES)" dated July 1, 2003 and further identified as County
Agreement Number _____ (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement and extend
its term an additional twelve (12) months, and provide other changes set forth herein;
and

WHEREAS, said Agreement provides that changes may be made in the form of a
written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on July 1, 2008.

2. The term of Agreement is hereby extended twelve (12) months and shall expire at midnight on June 30, 2009.

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide the services described in body of this Agreement and in Exhibit A, Exhibits C-1 through C-6 (Scopes of Work), and Schedules 1 through 6, which are attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to include Subparagraph "B" as follows:

"3. MAXIMUM OBLIGATION OF COUNTY:

B. During the period of July 1, 2008 through June 30, 2009, the maximum obligation of County for all services provided under this Agreement shall not exceed _____ Dollars (\$_____)."

5. Paragraph 4, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS shall be revised as follows:

"4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's specific written approval,

County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy, Department of Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal

year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period. If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement."

6. Paragraph 7, CONFLICT OF TERMS, shall be revised as follows:

"7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement (including its Additional Provisions), and that of any of the Exhibit(s), Scope(s) of Work, Schedule(s), and/or any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

7. Paragraph 12, CONTRACTOR'S OFFICES, of this Agreement, shall be revised as follows:

"12. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____, California, 90017.

Contractor's primary business telephone number is (____) _____, facsimile/FAX number is (____) _____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX, as listed herein, at least ten (10) calendar days prior to the effective date thereof."

8. Paragraph 14, COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS, shall be added to the Agreement, as follows:

"14. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provisions of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's

Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date."

9. Effective as of July 1, 2008, Exhibit C-6 shall be attached hereto and incorporated herein by reference.

10. Effective as of July 1, 2008, wherever in the Agreement it states County's "Department of Health Services" shall now read County's "Department of Public Health".

11. Effective as of July 1, 2008, wherever in the Agreement it states "Chief Administrative Officer" shall now read "Chief Executive Officer".

12. The ADDITIONAL PROVISIONS previously incorporated herein by reference, shall be replaced in its entirety with the document attached hereto and labeled "ADDITIONAL PROVISIONS".

13. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

#00363